



**ATTENTION MAC USERS:**

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# 2019 Corporate Sponsorship Agreement

The below named Sponsor hereby applies for corporate sponsorship with the Vacation Rental Management Association, a 501(c)(6) nonprofit corporation (VRMA). Sponsor's submission of this Corporate Sponsorship Agreement (Agreement) shall constitute an offer from the Sponsor and shall not constitute a binding agreement unless and until executed by VRMA. VRMA reserves the right to reject the Sponsor's offer for any reason in its sole and absolute discretion.

## 1. SPONSOR INFORMATION

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_


Company Contact & Title: \_\_\_\_\_


Phone: \_\_\_\_\_ Email: \_\_\_\_\_


Marketing Contact & Title (if different from above): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## 2. SELECT SPONSORSHIP LEVEL

**VRMA**  **\$70,000**  
**GOLD SPONSOR** Initiation Fee: \$5,000  
 Custom Credit: \$65,000

**VRMA**  **\$35,000**  
**SILVER SPONSOR** Initiation Fee: \$2,500  
 Custom Credit: \$32,500

**VRMA**  **\$12,500**  
**BRONZE SPONSOR** Initiation Fee: \$1,000  
 Custom Credit: \$11,500

Gold Sponsors please enter a vendor category (subject to VRMA approval):  
 \_\_\_\_\_

**SPONSORSHIP TERM:** \_\_\_\_\_

### WHAT IS AN INITIATION FEE?

The **Initiation Fee** activates your sponsorship and includes a wide range of benefits, including priority booth selection, conference registrations, VRMA membership, pre-show attendee lists, name and logo recognition and much more. For a full list of benefits, see Page 3.

### WHAT IS CUSTOM CREDIT?

**Custom Credit** provides sponsors the opportunity to customize your marketing plan and may be applied across all VRMA sponsorship, exhibit and advertising opportunities (excluding the VRMA European Conference and VRMA Connect events). Sponsors must apply and use all Custom Credit upon signing of this Agreement. Expenses exceeding the allocated Custom Credit will be billed separately. To keep track of your spending, please complete the Custom Credit Worksheet on Page 4 and contact Kevin McDonnell at [kmcdonnell@vrma.org](mailto:kmcdonnell@vrma.org) or 1.202.367.1259 with any questions related to the VRMA Corporate Sponsor Program.



# 2019 Corporate Sponsorship Agreement

### 3. VRMA ARRIVAL EDITORIAL

Corporate Sponsors receive free editorial in *VRMA Arrival*. Please select your issue(s) below.

- Gold Sponsors receive 300 words in (6) six issues
- Silver Sponsors receive 150 words in (4) four issues
- Bronze Sponsors receive 75 words in (2) two issues

- Issue 1 (February 2019)     Issue 4 (August 2019)
- Issue 2 (April 2019)     Issue 5 (October 2019)
- Issue 3 (June 2019)     Issue 6 (December 2019)

### 4. E-BLAST TO MEMBERSHIP LIST

Gold and Silver Sponsor Levels include an opportunity to send one (1) dedicated e-blast to VRMA's Membership list. Please list your preferred e-blast month(s) and VRMA will work with you on the exact send date. Access only, subject to availability and VRMA approval.

\_\_\_\_\_  
Preferred e-blast month(s)

### 5. BILLING INFORMATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Billing Contact and Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Accounting Dept. Email

### 6. SELECT PAYMENT INSTALLMENT PLAN

- One-time payment in full upon invoice
- Two (2) semi-annual payments due Jan. 1 and Jun. 1, 2019
- Four (4) quarterly payments due Jan. 1, Mar. 1, Jun. 1, and Sep. 1, 2019

### 7. CANCELLATION POLICY & AGREEMENT

This VRMA Corporate Sponsorship Agreement is non-cancelable. Sponsor must apply and use all Custom Credit upon signing of this Agreement. Should a change occur, VRMA will work with the Sponsor to allocate Custom Credit within the Sponsorship Term.

By signing below, Sponsor agrees to adhere to the cancellation policies for VRMA sponsorships, exhibit booths and advertising. Sponsor also acknowledges that Sponsor has read, understands, and agrees to be bound by all of the terms and conditions of this Agreement, including the Additional Terms and Conditions, Corporate Sponsor & Initiation Fee Benefits and Custom Credit Worksheet attached hereto, which constitute part of this Agreement).

#### Please return signed Agreement to:

Kevin McDonnell, Sales Manager  
 Vacation Rental Management Association  
 2025 M Street NW, Suite 800, Washington, DC 20036  
 Phone: 202.367.1259 | Fax: 202.367.2173  
[kmcdonnell@vrma.org](mailto:kmcdonnell@vrma.org)

#### ACCEPTED FOR SPONSOR

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

#### ACCEPTED FOR VRMA

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**WHAT YOUR VRMA INITIATION FEE COVERS:**



Initiation Fee: \$5,000  
Custom Credit: \$65,000



Initiation Fee: \$2,500  
Custom Credit: \$32,500



Initiation Fee: \$1,000  
Custom Credit: \$11,500

Vendor Category Exclusivity	✓		
Priority Booth Selection	First	Second	Third
VRMA Priority Points Program Bonus	+100 points	+50 points	+25 points
Preferential Space Selection for Sister Companies	✓	✓	
Editorial in VRMA Arrival	300 Words (Six Issues)	150 Words (Four Issues)	75 Words (Two Issues)
Logo with Link on VRMA Website	✓	✓	✓
Logo Recognition in Member Communications	✓	✓	
Additional Registrations for the VRMA International Conference	Six	Three	Two
Additional Registrations for the VRMA Spring Forum	Four	Two	
VRMA Membership	✓	✓	✓
Pre and Post-Show Attendee Lists (International Conference and Spring Forum)	✓	✓	✓
E-blast to Membership List (Access Only, Subject to Availability and VRMA Approval)	One	One	
Logo Recognition on Event Signage (International Conference and Spring Forum)	✓	✓	✓
Logo Recognition in Program Guides (International Conference and Spring Forum)	✓	✓	✓
Logo Recognition in VRMA Arrival	✓	✓	✓
Gold Sponsor Ribbon for Attendee Badges (International Conference and Spring Forum)	✓		
Priority Sponsorship Selection	✓		
Priority Advertising: VRMA Arrival, VRMA Arrival Hub, Program Guide	✓		
VRMA Arrival and VRMA Arrival Hub Advertising Discount	25%	20%	15%
Advance Access to International Conference Hotel Room Block	Six Rooms		
VIP Seating at International Conference General Sessions	Six		
<b>Value of Branding Items Included in Initiation Fee</b>	<b>\$15,295</b>	<b>\$9,595</b>	<b>\$4,595</b>

Apply your Custom Credit by using the worksheet below. For the best experience, please use [Adobe Acrobat Pro Reader](#). Contact Kevin McDonnell at [kmcdonnell@vrma.org](mailto:kmcdonnell@vrma.org) or 202.367.1259 for more information and tips on building your sponsorship program.

Company Name: \_\_\_\_\_

Sponsor Level:  Gold  Silver  Bronze / Custom Credit Available: \$ \_\_\_\_\_

**VRMA Arrival Magazine**

Issue	4-Color Only				
	Cover 2	Cover 3	Cover 4	Full Page	1/2 Page
Issue 1 (February 2019)	<input type="checkbox"/> \$2,325	<input type="checkbox"/> \$2,050	<input type="checkbox"/> \$1,785	<input type="checkbox"/> \$1,850	<input type="checkbox"/> \$1,150
Issue 2 (April 2019)	<input type="checkbox"/> \$2,325	<input type="checkbox"/> \$2,050	<input type="checkbox"/> \$1,785	<input type="checkbox"/> \$1,850	<input type="checkbox"/> \$1,150
Issue 3 (June 2019)	<input type="checkbox"/> \$2,325	<input type="checkbox"/> \$2,050	<input type="checkbox"/> \$1,785	<input type="checkbox"/> \$1,850	<input type="checkbox"/> \$1,150
Issue 4 (August 2019)	<input type="checkbox"/> \$2,325	<input type="checkbox"/> \$2,050	<input type="checkbox"/> \$1,785	<input type="checkbox"/> \$1,850	<input type="checkbox"/> \$1,150
Issue 5 (October 2019)	<input type="checkbox"/> \$2,325	<input type="checkbox"/> \$2,050	<input type="checkbox"/> \$1,785	<input type="checkbox"/> \$1,850	<input type="checkbox"/> \$1,150
Issue 6 (December 2019)	<input type="checkbox"/> \$2,325	<input type="checkbox"/> \$2,050	<input type="checkbox"/> \$1,785	<input type="checkbox"/> \$1,850	<input type="checkbox"/> \$1,150

Gross \$ \_\_\_\_\_ / Corporate Discount:  Gold  Silver  Bronze / Net \$ \_\_\_\_\_

**VRMA Arrival Hub**

	Rate & Schedule
Sponsored Content (two week run)	<input type="checkbox"/> \$1,000 x _____ (dates: _____)
Top Leaderboard (monthly)	<input type="checkbox"/> \$600 x _____ (# of months: _____)
Medium Rectangle (monthly)	<input type="checkbox"/> \$400 x _____ (# of months: _____)
Bottom Leaderboard HP (monthly)	<input type="checkbox"/> \$350 x _____ (# of months: _____)
Sidebar Rectangle (monthly)	<input type="checkbox"/> \$400 x _____ (# of months: _____)
Bottom Leaderboard About (monthly)	<input type="checkbox"/> \$300 x _____ (# of months: _____)

Gross \$ \_\_\_\_\_ / Corporate Discount:  Gold  Silver  Bronze / Net \$ \_\_\_\_\_

**Additional Advertising Opportunities**

	Rate & Schedule
VRMA Webinar	<input type="checkbox"/> \$3,500 x _____ (month(s): _____)
VRMA Special Report Exclusive E-newsletter	<input type="checkbox"/> \$3,500 x _____ (month(s): _____)
E-blast to VRMA Membership List	<input type="checkbox"/> \$1,500 x _____ (month(s): _____) <i>Access only, subject to availability and approval. Limit two e-blasts per sponsor per calendar year.</i>

Total \$ \_\_\_\_\_

**Exclusive Gold Level Options**

	Spring Forum (April 15-16, Charlotte, NC)	International Conference (October 13-16, New Orleans, LA)
5 Minute Presentation/Video + Literature Distribution at General Session	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$12,500
Program Track/Breakout Session Presenter	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$12,500
<b>Total by Conference</b>	<b>\$ _____</b>	<b>\$ _____</b>

(Sponsor will have right of first of refusal in 2020 for the options above.)

Total \$ \_\_\_\_\_

**Exhibit Booths (Early Rate for Members)**

	Spring Forum (April 15-16, Charlotte, NC)	International Conference (October 13-16, New Orleans, LA)
First Booth (8' x 10')	<input type="checkbox"/> \$2,200	<input type="checkbox"/> \$3,995
Additional Booth (8' x 10')	<input type="checkbox"/> \$1,900 x _____	<input type="checkbox"/> \$3,195 x _____
Additional Attendee Registration	<input type="checkbox"/> \$450 x _____	<input type="checkbox"/> \$600 x _____
<b>Total by Conference</b>	<b>\$ _____</b>	<b>\$ _____</b>

(Exhibitors and sponsors are limited to six (6) booths per event)

Total \$ \_\_\_\_\_

**Conference Sponsorships**

	Spring Forum (April 15-16, Charlotte, NC)	International Conference (October 13-16, New Orleans, LA)
Aisle Signs	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$8,000
Carpet Decal "Footprints"	<input type="checkbox"/> \$3,000	<input type="checkbox"/> \$4,000
Charging Station	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$9,000
Event Pocket Schedule	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$4,000
Event Bag	<input type="checkbox"/> \$7,000	<input type="checkbox"/> \$10,000
Event Lanyard	<input type="checkbox"/> \$3,500	<input type="checkbox"/> \$5,500
Event Notepad	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$8,000
Event Pen	<input type="checkbox"/> \$3,000	<input type="checkbox"/> \$5,000
Event Water Bottle	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$10,000
Hotel Room Drop	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$5,000
Hotel Room Key	<input type="checkbox"/> \$7,000	<input type="checkbox"/> \$10,000
Attendee Internet/Wi-Fi	<input type="checkbox"/> \$8,500	<input type="checkbox"/> \$15,000
Mobile App	<input type="checkbox"/> \$1,500	<input type="checkbox"/> \$5,500
Sponsored App Push Notification	<input type="checkbox"/> \$300	<input type="checkbox"/> \$500
Pre-Conference Email Blast <i>(two available per event)</i>	<input type="checkbox"/> \$1,500	<input type="checkbox"/> \$2,500
Post-Conference Email Blast <i>(two available per event)</i>	<input type="checkbox"/> \$1,500	<input type="checkbox"/> \$2,500
Event Bag Insert	<input type="checkbox"/> \$500	<input type="checkbox"/> \$1,000
Networking Breakfast	<input type="checkbox"/> \$4,500	<input type="checkbox"/> \$8,500
Coffee Break	<input type="checkbox"/> \$3,500	<input type="checkbox"/> \$7,500
Networking Lunch	<input type="checkbox"/> \$5,500	<input type="checkbox"/> \$10,000
Photo Lounge	<input type="checkbox"/> \$7,000	<input type="checkbox"/> \$10,000
Welcome Reception	<input type="checkbox"/> \$7,500	<input type="checkbox"/> \$12,000
Tuesday Evening Party	N/A	<input type="checkbox"/> \$17,500
New Member/First-time Attendee Reception	N/A	<input type="checkbox"/> \$7,500
Exhibit Hall Pub Crawl	N/A	<input type="checkbox"/> \$7,000
VRMA Education Hub Speaking Opportunity <i>(four available)</i>	N/A	<input type="checkbox"/> \$2,500
Lunch & Learns <i>(six available)</i>	N/A	<input type="checkbox"/> \$4,000
Mobile Passport to Prizes	N/A	<input type="checkbox"/> \$750
<b>Total by Conference</b>	<b>\$ _____</b>	<b>\$ _____</b>

Total \$ \_\_\_\_\_

**Program Guide Advertising**

	Spring Forum (April 15-16, Charlotte, NC)	International Conference (October 13-16, New Orleans, LA)
Full Page	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$1,600
1/2 Page	<input type="checkbox"/> \$550	<input type="checkbox"/> \$750
Cover 2 (Inside Front Cover)	<input type="checkbox"/> \$1,200	<input type="checkbox"/> \$1,700
Cover 3 (Inside Back Cover)	<input type="checkbox"/> \$1,100	<input type="checkbox"/> \$1,600
Cover 4 (Outside Back Cover)	<input type="checkbox"/> \$1,350	<input type="checkbox"/> \$1,900
<b>Total by Conference</b>	<b>\$ _____</b>	<b>\$ _____</b>

Total \$ \_\_\_\_\_

**IMPORTANT REMINDER**

VRMA Corporate Sponsors are required to apply and use all Custom Credit upon signing of contract. Should a change occur, VRMA will work with Sponsor to allocate Custom Credit within the Sponsorship Term.

Sponsor Initiation Fee           \$ \_\_\_\_\_

Custom Credit Available           \$ \_\_\_\_\_

Custom Credit Applied           \$ \_\_\_\_\_

Custom Credit Remaining       \$ \_\_\_\_\_

*(negative balance indicates additional amount owed to VRMA)*

**Additional Notes**

This VRMA Corporate Sponsorship Agreement is non-cancelable. Sponsor acknowledges that personal information of all its company contacts may be used in accordance with the terms of this Agreement and/or our [Privacy Policy](#). Sponsor represents it is authorized by all its company contacts to provide the preceding acknowledgement on their behalf. By signing below, Sponsor agrees to adhere to the cancellation policies for VRMA sponsorships, exhibit booths and advertising.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**1. Effectiveness.** This Agreement, including the Additional Terms and Conditions, Corporate Sponsor & Initiation Fee Benefits and Custom Credit Worksheet, shall constitute a binding agreement between Sponsor and VRMA upon VRMA's execution hereof. Upon acceptance by VRMA, a copy of the Agreement will be mailed to Sponsor. The effective date of the Agreement (Effective Date) shall be the date on which VRMA executes this Agreement.

**2. Term.** The term of the Agreement shall be for a period of one year commencing from the January 1, 2019 unless sooner terminated as provided herein.

**3. Sponsor's Activities and Materials.** Sponsor's activities and materials shall not interfere with any other VRMA sponsorships or any VRMA events at which Sponsor is participating pursuant to this sponsorship. All demonstrations, exhibits, advertisements and promotional materials must be in accordance with this Agreement and must at all times comply with all applicable laws regarding obscenity, defamation, copyright, trademark, and other intellectual or intangible property rights. Distribution of food or drinks, promotional giveaways, and the sale of any products or services at any VRMA event must be approved in advance by VRMA. Sponsor agrees to deliver to VRMA all materials reasonably required for the performance of this Agreement in a format and within the deadlines set by VRMA. Sponsor understands and agrees that upon initial proofing of any advertising materials or VRMA's use of Sponsor's logo, trademark or trade name and written confirmation from Sponsor of approval of the proof, any modification or revision of Sponsor's advertising materials, logo, trademark, service mark or trade name in any sponsorship materials requested by Sponsor is at the sole responsibility and direct cost of Sponsor. Sponsor grants VRMA a non-exclusive license throughout the term of this Agreement to use, display and reproduce (in print, electronically, or otherwise) Sponsor's name, trade names, trademarks, service marks, logos and product names in any VRMA materials. Sponsor authorizes VRMA to take photographs of Sponsor's exhibits at any VRMA event and to use such photographs for any legitimate promotional purpose of VRMA. Sponsor acknowledges that all rights in and to VRMA's name and logo, and all artwork, trademarks, service marks and all goodwill associated therewith shall be owned and controlled exclusively by VRMA, and Sponsor shall have no right, title or interest therein or thereto. Notwithstanding the foregoing and subject to the prior written approval of VRMA in each instance, which may not be unreasonably withheld or delayed, Sponsor shall have the right during the term of this Agreement to identify itself as a sponsor of VRMA in its advertising.

**4. Copyrighted Material.** Sponsor agrees not to play, broadcast, perform, or distribute any copyrighted material owned by others without first obtaining at Sponsor's own expense all necessary rights and licenses and paying in full all required royalties or other licensing fees. VRMA reserves the right not to publish or to remove any Sponsor material incorporating copyrighted material for which Sponsor fails to timely provide sufficient evidence of authorization. VRMA also reserves the right to terminate this Agreement and revoke the sponsorship in the event of any copyright infringement.

**5. Editorial Discretion.** VRMA reserves the right to place the word "Advertisement" or words of similar meaning in any Sponsor content. Sponsor is subject to investigation by VRMA of Sponsor's products and services in light of any representations or claims made in content regarding such products or services. VRMA reserves the right to reject any of Sponsor's content which VRMA, in its sole discretion, determines to be inconsistent with its

publication standards or with the overall character of the sponsored event.

**6. Default and Remedies.** If Sponsor fails to make any payment or otherwise breaches any provision of this Agreement and fails to cure the breach within 10 days after Sponsor has received written notice from VRMA of the breach, VRMA shall have the right to exercise (without further notice) any one or more of the following remedies: (i) terminate this Agreement in whole or in part; (ii) revoke the sponsorship or any portion thereof; (iii) specifically enforce any of the violated provisions of this Agreement; and (iv) exercise any other remedy available at law. In addition, VRMA may keep any and all monies received from Sponsor and collect any remaining installment payments for the sponsorship from Sponsor, as liquidated damages, it being understood that VRMA's losses and damages from Sponsor's breach of this Agreement are difficult to ascertain and that the agreed liquidated damages are not intended as a penalty. Upon termination of this Agreement, VRMA may (without prejudice to any other available remedy) resell the sponsorship in any manner as VRMA deems advisable in its sole discretion without any obligation to Sponsor. If VRMA breaches any provision of this Agreement and fails to cure the breach within 10 days after VRMA has received written notice from Sponsor of the breach, Sponsor shall have the right as its sole and exclusive remedy to terminate this Agreement and to recover from VRMA a pro rata portion of the sponsorship fee paid to VRMA that is attributable to any services that were not provided by VRMA.

**7. Limitation on Liability and Indemnification.** Neither VRMA nor its officers, directors, members, employees, agents or representatives shall be responsible for any injury, loss, or damage to Sponsor or to Sponsor's employees, invitees, licensees, or guests or Sponsor's property, from any cause whatsoever (including, but not limited to, errors or omissions in any advertising or promotional materials). Under no circumstances shall VRMA or its officers, directors, members, employees, agents or representatives be liable for any special, indirect, incidental, or consequential loss or damage whatsoever or any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from such loss, and VRMA's total liability hereunder, if any, shall in no case exceed the amount of the sponsorship fee received from Sponsor. Sponsor acknowledges that the risk allocations contained in this Section 7 are reasonable based on the understanding that Sponsor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. Sponsor assumes full responsibility and liability for the actions and omissions of its agents, employees, independent contractors, and representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold harmless VRMA and its officers, directors, members, employees, agents or representatives from and against any and all claims resulting either directly or indirectly from any such actions or omissions.

**8. Insurance.** Sponsor shall at all times throughout the term of this Agreement maintain insurance, at Sponsor's sole cost and expense, in an amount and scope to be reasonably satisfactory to VRMA and sufficient to cover the liabilities of Sponsor under this Agreement, including Sponsor's contractual obligations to defend, indemnify, and hold harmless, as stated in this Agreement.

**9. Laws, Taxes and Licenses.** Sponsor shall observe and abide by all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, as well as all rules and regulations of VRMA and any host venue, if applicable. Sponsor shall conduct itself, and shall require its agents,

employees, independent contractors, and representatives, to conduct themselves, at all times in accordance with the best business practice standards for Sponsor's industry and all other customary standards of decorum and good taste in the industry. Sponsor shall be responsible for obtaining, at its sole cost and expense, any licenses, permits, or approvals required under local, city, state, or federal laws applicable to Sponsor's activities under this Agreement. Sponsor shall be responsible for paying all taxes, license fees, or other charges that may become due to any governmental authority relating to Sponsor's activities under this Agreement.

**10. Non-Transferable.** Sponsor may not sell, transfer or assign any of the rights granted to Sponsor under this Agreement without the prior written consent of VRMA, which consent may be granted or withheld in the sole and absolute discretion of VRMA. The sponsorship shall be used exclusively for the promotion of goods and services manufactured, sold or provided by Sponsor and Sponsor may not assign, sublet, or otherwise advertise or promote any other goods or services or any other firm as part of this sponsorship without the prior written consent of VRMA, which consent may be granted or withheld in the sole and absolute discretion of VRMA.

**11. Non-Exclusivity.** Except for certain exclusive vendor categories within the Gold Sponsorship as outlined in the attached Corporate Sponsor & Initiation Fee Benefits, Sponsor acknowledges and agrees that Sponsor is not the sole or exclusive sponsor of VRMA in any particular category or for any particular VRMA event, and that VRMA is entitled to permit other persons or entities to act as sponsors of VRMA or for any VRMA event, including without limitation, persons or entities that may be in direct competition with Sponsor.

**12. Force Majeure.** VRMA shall not be liable for failure to perform its obligations under this Agreement as a result of strikes, riots, terrorist acts, acts of God, or any other cause beyond its control. If an event venue is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for VRMA to permit Sponsor to fulfill its sponsorship or benefit from the sponsorship opportunity, then during such circumstances VRMA shall be released and discharged from its obligations under this Agreement and Sponsor shall be reimbursed a proportionate share of the sponsorship fee previously received by VRMA from Sponsor.

**13. Governing Law, Jurisdiction and Attorney Fees.** This Agreement and the rights and obligations of the parties hereunder shall be governed under and controlled by the laws of the State of California. If any legal action is commenced to resolve any dispute under this Agreement, Sponsor and VRMA hereby consent to the venue and jurisdiction in the federal or state courts located in Santa Cruz, California and agree that the prevailing party shall be entitled to an award of reasonable attorney fees and litigation expenses, in addition to any other remedy obtained.

**14. Entire Agreement.** This Agreement, including the Additional Terms and Conditions, Corporate Sponsor & Initiation Fee Benefits and the Custom Credit Worksheet, constitutes the entire agreement and understanding between Sponsor and VRMA with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications and understandings, both written and oral, regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.